

This Instrument Was Prepared By:

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Burger King Corporation
P.O. Box 020783 GMF
Miami, Florida 33102-0783

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 048016

2005 JUN 10 AM 11:04

MICHAEL A. TOWNE
RECORDER

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HOLD FOR MERIDIAN TITLE CORP SPECIAL WARRANTY DEED

1821405

THIS SPECIAL WARRANTY DEED is made the 2 day of June, 2005, by **BURGER KING CORPORATION**, a Florida corporation, successor by merger with Bk-Ch, Inc., a Delaware corporation, having an address at 5505 Blue Lagoon Drive, Miami, Florida 33126 (the "Grantor"), to **ANTONIA LOUMBROUKOS**, having an address at 10516 Highland, Worth, IL 60482 (the "Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successor and assigns of corporations.)

K# 26-36-0242-0004

WITNESSETH:

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor by Grantee, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, that certain property situated in the City of Hammond, County of Lake, State Indiana, as more particularly described on Exhibit "A", attached hereto and made a part hereof (the "Property").

This conveyance is made subject to: Taxes and assessments for the current calendar year and all subsequent years; zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority; all restrictions, conditions, reservations, limitations and easements of record and in place, if any, but this reference shall not operate to reimpose same; and any condition which a physical inspection of the premises and an accurate and complete survey would disclose.

This conveyance is made subject to the following restrictions:

The Property shall not be used for a restaurant which derives thirty-five (35%) percent or more of its annual gross sales from the sale of hamburgers or hamburger products, or for the advertising thereof, for a period of twenty (20) years from the date first written above. All such restrictions shall be enforceable by the Grantor, its successors or assigns, by any available remedy at law and in equity. Grantor also has the preemptive right for a period of twenty (20) years from the date first written above to purchase the Property on the same terms and conditions as those of any bona fide offer received by and acceptable to Grantee. Before making any sale or any agreement to sell, Grantee shall notify Grantor in writing of the terms and conditions of such offer. Grantor, within thirty (30) days after receipt of such notice, may exercise this preemptive right by written notice to Grantee. Failure of Grantor to exercise this preemptive right on one or more occasions shall not affect Grantor's right to exercise it on any subsequent occasion. This preemptive right shall not apply to an encumbering of the Property by a deed of trust or by a mortgage or a sale under the default provisions of such deed of trust or mortgage;

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

JUN 10 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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however, Grantor shall be provided with at least thirty (30) days prior written notice of such sale by the lender or mortgagee. The only exceptions to this pre-emptive right shall be (i) any transaction involving any entity which is controlled by Grantee; or (ii) any transfer to an immediate family member of Grantee for estate planning purposes.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR HEREBY specially warrants the title to the Property subject to the foregoing matters and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed in its name, and its corporate seal to be affixed hereto, by its property officers thereunto duly authorized, on the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS TO ALL:

GRANTOR:

BURGER KING CORPORATION

Daryl Culp
Print Name: DARYL CULP

By: *Craig S. Prusher*
Name: Craig S. Prusher
Title: Vice President

Donna Glaze
Print Name: DONNA GLAZE

By: *Heileen S. Bell*
Name: Heileen S. Bell
Title: Assistant Secretary

Document ID: [redacted]
NOT OFFICIAL
This Document is the property of the Lake County Recorder!

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Craig S. Prusher and Heileen S. Bell, whose name as Vice President and as Assistant Secretary respectively of Burger King Corporation, a Florida corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in their capacity as aforesaid.

Given under my hand and official seal this 1st day of June, 2005.

My Commission Expires:

Jennifer Corbo
Notary Public State of Florida at Large
Print Name: _____



(SEAL)

EXHIBIT "A"

Legal Description

The South 18.75 feet of Lot 4 and all of Lots 5 to 15, both inclusive, Block 2, Turner's First Addition to the City of Hammond, as shown in Plat Book 7, page 31, in Lake County, Indiana.

